

Agreement of Participation in the AmeriCorps Restoring Youth and Communities Program 2009/2010

I. PURPOSE

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the "member") in the AmeriCorps Restoring Youth and Communities Program (hereinafter referred to as the "Program").

II. MINIMUM ELIGIBILITY QUALIFICATIONS / CHARACTERISTICS

The member certifies that:

- A. He/she is a U.S. citizen, a U.S. national, or a lawful permanent resident of the United States;
- B. He/she is at least 17 years of age at the commencement of service unless the member is out of school and enrolled:
 - 1. In a full-time, year round youth corps Program or full-time summer Program as defined in the Act (42 U.S.C. 12572 (a)(2)), in which case he or she must be between the ages of 16 and 25, inclusive; or
 - 2. In a Program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572(a) (9), in which case he or she must be between the ages of 16 and 24 inclusive;
- C. He/she has a high school diploma or an equivalency certificate, or, agrees to obtain a high school diploma or its equivalent before graduating from this program and who has not dropped out of elementary or secondary school in order to enroll as a member;
- D. He/she is not under active jurisdiction of local, state or federal justice agencies;
- E. If he/she is a former DJJ ward/parolee, he/she is discharged;
- F. He/she has a minimum of two years with no pending charges or adjudicated penal, or health and safety offenses;
- G. He/she has no PC 290 registration requirements.

Desired characteristics for AmeriCorps Member:

- A. Strong desire to work with youth currently incarcerated in DJJ facilities or on DJJ parole;
- B. Wisdom and skills to make a difference in the lives of the DJJ youth;
- C. Positive outlook in every situation and seeking opportunities for growth;

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- D. Dedication to serve as mentors for participating youth;
- E. Reliable commitment to community service;
- F. Creative thinker to create meaningful service-learning projects that contribute to rehabilitation;
- G. Ability to assist others in developing personal and professional goals;
- H. Act as a role model citizen and community member;
- I. Respectful and professional in all circumstances;
- J. Ability to work independently, as well as in groups;
- K. Be able to communicate well with others.

III. TERMS OF SERVICE

- A. If you are a full-time member, you must serve a minimum of 1700 hours in order to be eligible for an educational award of \$4,725. Your term of service begins on February 2, 2010, and will end on December 31, 2010. **Your continued participation is expected through the final AmeriCorps training, even if you previously completed the minimum number of hours.** This term of service may be extended by the member and Program, in writing, for the following reason:
 - 1. The member's service has been suspended due to compelling personal circumstances.
 - 2. The member's service has been terminated, but a grievance procedure has resulted in reinstatement.
- B. The member will complete a minimum of **1700** hours of service during this period. Of these **1700** hours, a maximum of 20% of these hours may be in training, education, or other similar approved activities.
- C. The member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award he/she must serve at least **1700** hours of service, satisfactorily complete pre-service training, and the appropriate education/training that relates to the member's ability to perform service (i.e. CPR, first aid, mediation and conflict resolutions skills and service-learning activities).

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D. The member understands that in order to successfully complete the term of service, the member must receive satisfactory performance reviews for their term of service. The member understands that in order to be eligible for serving a second term of service, the member must have received satisfactory performance reviews for any previous term of service. The member's eligibility for a second term of service will be based on at least a mid-term and an end-of-term evaluation of the member's performance focusing on factors such as whether the member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks, or projects; and
3. Met any other criteria that were clearly communicated both orally and in writing, at the beginning of the term-of-service.

The member understands, however, that the mere eligibility for an additional term-of-service does not guarantee selection or placement.

E. Member understands that he/she is only eligible for a post-service education award for the first two terms of service in AmeriCorps. Further the member understands that a term of service does not count as one of the two terms for which an education award may be provided, if the member is released from the program for compelling personal circumstances prior to having completed 15% of that term. All other terms, even if not completed, will count toward one of the two opportunities for a post-service education award. The member has disclosed to the program ALL prior ENROLLMENTS in any AmeriCorps program.

F. Members will be provided an orientation calendar to assist members in completing their service terms. This calendar provides a sample outline for training session dates and suggested service hours to comply with program mandates.

IV. POSITION DESCRIPTION

AmeriCorps Members assume the primary role for program delivery, encouraging and supporting the participation of DJJ youth in facilities and on parole as service-learning coaches and volunteer and community base organization recruiters. AmeriCorps Members will document all activities on the designated forms and submit as instructed.

Members will recruit program participants among DJJ youth in Youth Correctional Facilities and/or Parole Offices. Members in teams of two will facilitate two separate program groups at least once a week in one-hour long sessions of ten DJJ youth per group. Members will provide individual support to each program participant through

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one-on-one coaching sessions on a weekly basis. Coaching activities comprise up to 24 hours throughout the week.

Members will recruit and manage community volunteers and organizations that assist DJJ youth with learning about critical issues and developing projects in DJJ facilities and communities. Adult volunteer and community based organization recruitment comprise up to 10 hours throughout the week.

Members will participate in orientation and training. This will include an initial four day orientation, a two day site specific orientation at the parole office, five hours of training sessions each week, a three day mid-service training session, and a final three day training and closing ceremony session.

AmeriCorps members are not employees of the program or of the federal government. The definition of "participant" in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, "a participant (member) shall not be considered an employee of the program in which the participant (member) is enrolled" (42 U.S.C. 12511 (17) (B)). Moreover, members are not allowed to perform an employee's duties or otherwise displace employees.

AmeriCorps service is not considered "employment" pursuant to California Unemployment Insurance Code Section 634.5 (j), and therefore AmeriCorps members do not qualify for Unemployment Insurance or State Disability Insurance benefits as a result of their service in the Program.

As an AmeriCorps member, during your term of service, you may be required to serve more than 8 hours per day or 40 hours per week. If you are unable to serve more than 8 hours per day or 40 hours per week on any given occasion, you must provide your program director with a legitimate reason in order to be excused from the service activity.

The name and phone number of the member's direct supervisor is:

- Carolina Garcia, Sacramento Parole Office – (916) 445-5993
- Mark Fridlund, Oakland Parole Office – (510) 563-5348
- Zakiya Khalfani, San Jose Parole Office – (408) 277-1221
- Mario Martinez, Central Valley Parole Office – (559) 243-4039
- James Driver, San Fernando Parole Office – (818) 894-9181
- Carol Barker, Watts/LA Metro Parole Office – (323) 277-4572
- Sandra Abacherli, East LA/Covina Parole Office – (626) 967-4351
- Greg Baugh, Inland Parole Office – (951) 782-3214
- James Duckham, San Diego Parole Office – (619) 220-5331
- Mario Martinez, Bakersfield Parole Office – (661) 395-2788
- Bob Crawford, South Coast Parole Office – (714) 898-4177

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V. AMERICORPS PERFORMANCE STANDARDS

Each AmeriCorps Member will:

- A. Have ten participants (youth) enrolled at any given time (no more than 15);
 - 1. If a participant (youth) leaves the program, another participant needs to be enrolled;
- B. Assist with at least two Service Learning Projects per month;
 - 1. Each participant will participate in at least one Service Learning Project with the guidance of the AmeriCorps member;
- C. Facilitate two Discovery Groups per week;
- D. Provide at least ten hours of Participant Coaching per week;
- E. Recruit ten community volunteers, providing a combined total of 30 volunteer hours per month;
- F. Recruit at least seven community organizations to provide services related to Service Learning Projects;
- G. Participate in five hours of training each week;
- H. Participate in 32 hours of orientation (Galt), 24 hours of site orientation (Parole Office), 24 hours of mid-term training (location to be determined) and 24 hours for Life After AmeriCorps training (location to be determined).

VI. BENEFITS

- A. The member will receive from the Program the following benefits: **Please note that in order to receive a full education award and the full amount of the living allowance, a member must perform the minimum hours of service as required by the Corporation and successfully complete the program requirements as defined by the AmeriCorps Restoring Youth and Communities Program.**

Status	Living Allowance	HealthCare	ChildCare	Education Award *
Full-Time 1700 hours	\$20,000	Yes (If Qualified)	Yes (If Qualified)	\$4,725.00

*Upon successful completion of the member's term-of-service.

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B. Please be aware of the following:

1. The Member will receive a Living Allowance, based on their enrollment date, in the pre-taxed amount of \$1818.00 per month, in arrears. All applicable taxes will be deducted, based on the completion of the Member's Employee Action Request (STD. Form #686), prior to the Member receiving the Living Allowance. The Employee Action Request Form is utilized in lieu of the W-4 Tax Form. The Living Allowance will be issued to the Member on the same pay day of State Employees. The Living Allowance will be issued in the form of a Payroll Warrant and sent to the Member's assigned Parole Office. The Living Allowance may impact the Member's eligibility to receive certain types of Public Assistance. In this respect, the Member may choose to waive all or part of the Living Allowance in order to maintain their Public Assistance. The waiver can be revoked by the Member upon request with the approval of the Program Manager. However, the Member will not be entitled to receive the Living Allowance that was unpaid during the waiver period.

If the Member does not complete his/her required term of service the Member will not receive any lump sum payments for the term of service left unfulfilled upon the date of their separation. Additionally, if a Member enrolls in the program after the initial start date, they will begin receiving the aforementioned Living Allowance of \$1,818.00 per month, based on their enrollment date forward. Also, the Member will not receive any lump sum payments to make up for service time not rendered prior to their enrollment date. Upon completion of the Member's term of service, the Living Allowance will be discontinued.

2. The education award is taxed in the year that it is used.
3. The health insurance policy is hereto attached.
4. A childcare allowance is provided directly to the provider, if the member is eligible and qualifies for the allowance. **(This allowance will be distributed evenly over the term-of-service on a bi-weekly basis by the National Association of Childcare Resources and Referral Agencies.)**

C. Upon successful completion of the member's term-of-service, the member will be eligible to use an education award from the National Service Trust as described in the chart in Section A.

1. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or its equivalent (GED) (unless the member is enrolled in an institution of higher education on an ability to

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- benefit basis or the Program has waived this requirement due the results of the member's education assessment). Prior to using your education award you must have proof of receiving a high school diploma or receiving a GED.
2. The member understands that his/her failure to disclose to the Program any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the education award regardless of whether s/he successfully completed his/her term of service.
 3. If the member has received forbearance on a qualified student loan during the term-of-service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term-of-service.

VII. RULES OF CONDUCT

- A. The member is expected, at all times while acting in an official capacity as an AmeriCorps member, to:
 1. Demonstrate mutual respect toward others;
 2. Act as an appropriate role model with service recipients and within the community;
 3. Follow directions;
 4. Direct concerns, problems, and suggestions to the Supervising Parole Agent; and
 5. Not engage in any of the following activities:
 - Attempting to influence legislation;
 - Organizing or engaging in protests, petitions, boycotts or strikes;
 - Assisting, promoting or deterring union organizing;
 - Impairing existing contracts for services or collective bargaining agreements;
 - Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office;
 - Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 - Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; or engaging in any form of religious proselytization;

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- Providing a direct benefit to:
 - A for-profit entity;
 - A labor union;
 - A partisan political organization;
 - An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; or
 - A nonprofit entity that fails to comply with the restrictions contained in section 501 (c) (3) of the U.S. Code Title 26;
- Voter registration drives; or
- Other activities that the Corporation determines will be prohibited, upon notice to the member.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-AmeriCorps time and using non-Program funds. The AmeriCorps logo should not be worn while doing so.

A member's failure to abide by the above expectations may result in disciplinary action in accordance with section D. below.

B. At no time may the member:

1. Engage in any activity that is illegal under local, state or federal law;
2. Engage in activities that pose a significant safety risk to others.

If a member engages in any of the above activities, they will be subject to disciplinary action in accordance with section D and E.

C. The member understands that the following acts also constitute a violation of the Program's rule of conduct:

1. Unexcused absences or tardiness;
2. Failure to return communications within two business days;
3. Failure to notify a supervisor when unable to report for service activities;
4. Failure to follow directions;
5. Failure to adequately perform assigned service duties;

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6. Falsification of program documents, such as Travel Expense Claims, Service Record Log, etc;
 7. Theft or careless damage of *PROGRAM* or Service Site property;
 8. Driving for service-related purposes without having received authorization by Service Site or AmeriCorps supervisor;
 9. Misuse of AmeriCorps Identification cards;
 10. Abusive language;
 11. Engaging in fighting;
 12. Insubordination;
 13. Inappropriate behavior or dress;
 14. Smoking in prohibited areas;
 15. Lying;
 16. Harassment of clients, fellow members or agency personnel;
 17. Involvement in prohibited activities [See section (A) (5) above];
 18. Breach of confidentiality;
 19. Failure to comply with the rules and procedures established by the Service Site;
 20. Members must not have contact with program participants during non-service hours.
- D. For violating the above stated rules in section C above, or engaging in any other inappropriate behavior not specifically listed above, the Program may do the following :
1. For the member's first offense, an appropriate Program official will issue a verbal warning to the member;
 2. For the member's second offense, an appropriate Program official will issue a written warning and reprimand the member;
 3. For the member's third offense, the member may be suspended for one day or more without compensation and will not receive credit for any service hours missed;
 4. For the fourth offense, the Program may release the member for cause.

However, there is no requirement that the Program follow a prescribed sequence in the imposition of a particular form of punishment.

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- E. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (B), and (C) in the Release from Terms of Service section below for committing certain acts during the term-of-service including but not limited to:
1. Being convicted or charged with possession, sale, or distribution of a controlled substance or a violent felony;
 2. Engaging in any activity that may physically or emotionally damage other members of the program or members of the community;
 3. Transporting passengers in their own private vehicle during hours they are serving as an AmeriCorps member, unless the passenger is an employee of Program;
 4. Possessing or using any illegal drugs during the term-of-service;
 5. Possessing, distributing, selling, transferring or consuming alcoholic beverages during the performance of service activities, while on duty, or while operating employer owned vehicles or equipment;
 6. Being under the influence of alcohol or any illegal drugs during the performance of service activities;
 7. Failure to notify the Program of any criminal arrest or conviction that occurs during the term-of-service; or
 8. Failure to disclose to the Program any prior enrollment in any AmeriCorps program.
 9. Possession of dangerous or unauthorized materials, such as explosives or firearms, during the performance of service duties.

VIII. RELEASE FROM TERMS-OF-SERVICE

An AmeriCorps member may be released from service for the following two reasons:

1. For compelling personal circumstances;
2. For cause.

A. Release for compelling personal circumstances.

An AmeriCorps member may be released from his/her term of service due to compelling personal circumstances which include those instances that are beyond the member's control, such as, but not limited to:

1. The member has a serious injury or illness or disability that makes completing the term impossible;

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2. There is a serious injury, illness, disability or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member making completing a term unreasonable difficult or impossible;
3. Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible; or
4. Military service obligations.

If you leave your AmeriCorps service for compelling personal circumstances, as determined by the AmeriCorps Restoring Youth and Communities Program, and you have completed at least 15% of your service (255 hours for full-time), you are eligible for a portion of the education award corresponding to the period served.

Compelling personal circumstances do not include leaving a program:

1. To enroll in school;
2. To obtain employment, other than in moving from a welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its members; or
3. Because of dissatisfaction with the program.

If you are released from your term of service for compelling personal circumstances, you have two options:

1. You may either receive a pro-rated education award; or
2. Temporarily suspend your term of service for up to two years and complete your service within that time frame with this program or another.

If you leave the program for any reason other than compelling personal circumstances before the end of the term of service, you will not receive any portion of the education award and this term will count as one of your two service opportunities.

The AmeriCorps Restoring Youth and Communities Program is responsible for determining whether a member's personal circumstances are compelling.

B. Release for Cause:

1. A member is considered to be released for cause according to the conditions of the member's contract.

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2. A member will be released for cause if the member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service.
3. Any member who leaves AmeriCorps service without obtaining a release for compelling personal circumstances is considered to have been released for cause.
4. The member has committed a fourth offense in accordance with paragraph (D) of the Rules of Conduct section of this agreement.
5. The member commits any of the acts listed in section E in the Rules of Conduct.

A member released for cause may not receive any portion of an education award.

C. Suspension from Term of Service

1. The member will be suspended without any AmeriCorps benefits, including living allowance, health insurance and child care and without receiving credit for hours missed if the member has committed a third offense in accordance with paragraph D of the Rules of Conduct section of this agreement.
2. The member will be suspended without any AmeriCorps benefits, including living allowance, health insurance and child care and without receiving credit for hours missed if the member is charged with a violent felony or the sale, distribution, or possession of a controlled substance.
3. Any member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may be reinstated to service if the member is found not guilty or if the charge is dismissed.
4. Any member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may resume service by demonstrating that he or she has enrolled in an approved drug rehabilitation Program.
5. A member convicted of a second or third offense of possession of a controlled substance may resume service by demonstrating successful completion of a rehabilitation program.

In addition, any individual released for cause who wishes to reapply to the Program from which he or she was released or to any other AmeriCorps Program is required to disclose the release to that Program. Failure of a member to disclose any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps education award, whether or not that individual successfully completes the term of service.

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IX. MEMBER RESTRICTIONS

Contact with minor age children

- A. The member is prohibited from having any contact with minor age children involved in the AmeriCorps Restoring Youth and Communities Program during non-service hours, unless special written permission is given by the Program Director prior to the contact;
- B. During service hours, another adult must supervise any one-on-one interaction with minor age children by a member.

Violation of any of the above member restrictions will result in immediate termination for cause. Because of the difficulty in investigating improper behavior with a child, the lack of witnesses in the above situations, and the inherent risk to the child, any member who violates these policies will be terminated immediately for cause.

X. GRIEVANCE PROCEDURES

- A. The member understands that the Program has a grievance procedure to resolve disputes concerning the member's suspension, dismissal, service evaluation or proposed service assignment;
- B. The member understands that, as a participant of the program, he/she may file a grievance in accordance with the Program's grievance procedure which is as follows :

Sample Grievance Procedure

All AmeriCorps Members must file complaints in accordance with the following procedures set forth below. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately. Discrimination complaints may also be raised through the grievance procedure.

A. Pre-Complaint Process:

In general, all aggrieved parties, such as Members, applicants, or any other interested parties, should attempt to resolve any problems or disputes with the other party on a one to one basis. The issues should be clearly stated and understood by both parties. If this process does not resolve the matter, the aggrieved party may request that the program provide an alternative dispute resolution (ADR) process such as mediation or facilitation to resolve the dispute. The program and the aggrieved party will jointly select the mediator or facilitator.

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Mediation is a candid, confidential, non-binding process. Mediation can be attempted either before or after a written grievance is filed. The Member must select this option within **45 days** of the date of the alleged occurrence. If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. Any decision by the neutral party is advisory and is not binding unless both parties agree. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and the right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.

If mediation is used and the matter is not resolved within **30 calendar days** from the date the mediation process began, the neutral party mediating the process must again notify the aggrieved party of his/her right to file a formal complaint. The neutral party, however, may not participate in the formal complaint process. In addition, no discussions of the pre-complaint process can be referred to or introduced into evidence in the formal complaint process including the arbitration hearing.

B. Formal Complaint Process

1. *Written Grievance

By law the grievance must be filed **within a year** of the alleged improper order, action, or event. It is however, preferred that a grievance be filed **no later than 60 days** after the date of the alleged occurrence.

The Program Director has been designated to keep the grievance forms and coordinate the process by keeping the process on schedule. If a particular person, rather than, or in addition to, the programs, is named in the grievance, the Program Director will notify the accused of the investigation and his or her rights under this policy. He or she will be given an opportunity to gather and present evidence and prepare a response to the grievance.

The aggrieved party can file a written grievance at any time - either before or after attempting mediation. The written complaint must contain a summary of the event and the aggrieved parties' position.

The Supervising Parole Agent must discuss the matter with the Member and any other appropriate parties and reply in writing to the Member's written complaint within **10 business days** after receiving it.

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If the dispute is not mutually resolved or the Supervising Parole Agent or his/her designee fails to reply within the 10 business days, the Member may appeal the matter to the Program Director within **5 business days** after receiving his/her supervisor's written decision.

The Program Director must meet with the aggrieved party within **5 business days** of receiving the appeal. At this meeting, the Program Director will discuss the grievance with the aggrieved party. Within **5 business days** of this meeting, the Program Director will render a decision on the grievance and the necessary actions.

If the aggrieved Member is unsatisfied with the decision within **5 business days** of receiving the decision or if the Program Director fails to issue a decision within the time limit, the Member may appeal the decision to the Northern/Southern Regional Administrators and the Director of Parole by notifying them in writing. The appeal should describe the grievance and the steps the Member has already taken to resolve the matter.

[AT THIS POINT THE INFORMAL HEARING IS HELD]

2. *Informal Hearing

By law, an aggrieved party who files a timely grievance has a right to a hearing. Unless mediation was attempted, the hearing must be **held within 30 days** and **decided within 60 days** of the written grievance. AmeriCorps Restoring Youth and Communities hearing official is the Northern/Southern Regional Administrator and the Director of Parole or designee. The Northern/Southern Regional Administrator and the Director of Parole or designee will determine what information will be necessary to decide the disputed issues during the hearing process and an investigation should be commenced immediately. The hearing must be conducted by a person who has not participated in any previous decisions concerning the issue in dispute. No communication or proceeding of any informal dispute resolution process may be referred to or introduced into evidence at a grievance proceeding.

A written opinion will be prepared by the Director of Parole explaining the ruling and the opinion will be issued to the aggrieved party, the Program Director and any other individual named in the grievance. All information and documentation from the hearing must be stored in a secure file for confidentiality purposes.

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C. *Binding Arbitration

Unlike mediation, the arbitrator will decide the legitimacy of each position and resolve the matter.

If the hearing official's decision is adverse to the aggrieved party or **60 calendar days** after filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties.

If the parties cannot agree on an arbitrator within **15 calendar days** after receiving a request from the aggrieved party, the Commission on Improving Life Through Service will appoint an arbitrator from a list of qualified arbitrators.

An arbitration proceeding must be held no later than **45 calendar days** after receiving a request for arbitration. If the arbitrator, however, is selected by the Commission, the proceeding must occur no later than **30 calendar days** after the arbitrator's appointment.

A decision must be made by the arbitrator no later than **30 calendar days** after the date the arbitration proceeding begins.

The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, the member prevails in the binding arbitration proceeding, the program must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding.

If a grievance is filed regarding a proposed placement of a member in a Program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

A lawsuit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the party's citizenship.

* Mandatory – must give members an opportunity to have an impartial hearing and binding arbitration per federal statute.

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XI. DRUG-FREE WORKPLACE ACT:

In accordance with the Drug-Free Workplace Act, Program is informing member of the following, and by signing below the member is acknowledging that:

- A. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Program's workplace and all Program sites;
- B. Conviction of any criminal drug statute must be reported immediately to the Program and in writing within 5 days of the conviction;
- C. That the member's participation is conditioned upon compliance with the notice requirements;
- D. Certain actions will be taken against members for violations of such prohibitions; and
- E. The member can/will be randomly drug tested.

XII. AMENDMENTS TO THIS AGREEMENT

This agreement may be changed or revised by written consent by both parties.

XIII. NOTICE OF NONDISCRIMINATION

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Governor's Office on Service and Volunteerism
1110 K Street, Suite 210
Sacramento, CA 95814
(916) 323-7646 (voice); (916) 323-3227 (FAX)

Or

Equal Opportunity Office
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)
(202) 565-2816 (FAX); eo@cns.gov (e-mail)

Agreement of Participation in the AmeriCorps Restoring Youth and Communities Program 2009/2010

XIV. AUTHORIZATION

The Member and Program hereby acknowledge by their signatures that they have read, understand, and agree to all the terms and conditions of this agreement. (If the member is under the age of 18 years old, the member's parent or legal guardian must also sign.)

Signature

Date

Signature

Date

Member Name (Print)

Program Director Name (Print)